

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims ("Settlement Agreement") is entered into by and between INGRID BOLANOS ("Claimant" or "Plaintiff") and NU-BOTANICS CANDLE CORP. and POOYA BAKHTIARI (together "Respondent" or "Defendant"). The term "Party" or "Parties" as used herein shall refer to Claimant, Respondent, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Claimant was an employee of Respondent. Claimant was employed by Respondent from approximately March 2022 through February 2024;

(b) On April 12, 2024, Claimant filed a lawsuit titled *Ingrid Bolanos v. Nu-Botanicals Candle Corp., et. al*, Los Angeles County Superior Court Case No. 24STCV09340, and filed a First Amended Complaint on July 31, 2024 (the "Lawsuit"). The Lawsuit includes seven individual causes of action and one representative cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA").

(c) There has been no determination on the merits of the Lawsuit or any alleged claims therein, but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Claimant has or may have against the Released Parties (as defined in Section 7(a) below) as of the date of execution of this Settlement Agreement.

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

The Parties engaged in informal discovery in connection with negotiating this settlement agreement, including the exchange of certain payroll and time keeping information, witness interviews and other material relevant to the investigation of the PAGA claims. This settlement was reached after a full investigation into those claims and consideration thereof.

3. **Consideration/Indemnification for Tax Consequences.**

(a) In consideration for signing this Settlement Agreement and complying with its terms, and provided Claimant does not subsequently revoke this Settlement Agreement within the allotted time, Claimant will be paid the total gross sum of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00), which will be paid on behalf of the Released Parties as follows:

(1) no later than March 31, 2025, the sum of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00), in one check made payable to "Law

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS
Page 2**

Offices of J. Kirk Donnelly IOLTA,” with said amount to be reported on IRS Form 1099 as appropriate;

~(2) no later than April 30, 2025, the sum of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00), in one check made payable to “Law Offices of J. Kirk Donnelly IOLTA,” with said amount to be reported on IRS Form 1099 as appropriate;

(b) The Parties acknowledge that there is a good faith dispute regarding Claimant’s allegations and that the consideration set forth in Section **Error! Reference source not found.** above includes a good faith, reasonable compromise, and settlement regarding such claims.

(c) Any settlement payments made by check set forth in this paragraph will be delivered to Claimant’s Counsel via overnight delivery at Law Offices of J. Kirk Donnelly, APC, 2173 Salk Ave., Suite 250, Carlsbad, California, 92008.

(d) Except as otherwise provided herein, all Parties shall bear their own attorney’s fees and costs.

4. No Consideration Absent Execution of this Agreement.

Claimant understands and agrees that Claimant would not receive the consideration specified in Section 3(a) above, except for Claimant’s execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. Dismissal of the Lawsuit

Within 5 business days of receipt of the first settlement check, Claimant shall take any and all steps to have the representative PAGA claims asserted in the Lawsuit (the eighth cause of action only) dismissed without prejudice. Within 5 business days of receipt of the second settlement check, Claimant shall take any all steps to have all remaining individual claims (the first through seventh causes of action in Lawsuit) dismissed with prejudice, with each Party to bear their own costs and fees.

6. Disbursal of Settlement Funds.

Provided Respondent’s Counsel receives all of the following prior to April 30, 2025: (i) the Settlement Agreement bearing the dates and signatures of all Parties; and (ii) fully-executed Requests for the Taxpayer Identification Number and Certification (IRS Form W-9) for both Claimant and Claimant’s Counsel, Respondent, through Respondent’s Counsel, shall make available to Claimant’s Counsel the sums described more fully in Section 3(a) above. If the dates by which the payments described more fully herein is to be made available to Claimant’s Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said

payment shall be made available to Claimant's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

7. General Release, Claims Not Released and Related Provisions.

(a) **General Release of Claims.** Claimant, individually and on behalf of Claimant's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges Respondent, including but not limited to its owner Pooya Bakhtiari, its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Claimant has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- Executive Order 11246;

- The Rehabilitation Act;
- California Family Rights Act – Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those provisions of the California Labor Code that lawfully may be released;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(a) **Claims Not Released.** Claimant is not waiving any rights Claimant may have to: (i) Claimant's own vested accrued employee benefits under Respondent's health, welfare, or retirement benefits plans as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

(b) **Government Agencies.** Nothing in this Settlement Agreement prohibits, prevents, or otherwise limits Claimant from filing a charge or complaint with or

participating, testifying, or assisting in any investigation, hearing, action, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC, DFEH, DLSE, *etc.*) or in any legislative or judicial proceeding, nor does anything in this Settlement Agreement preclude, prohibit, or otherwise limit, in any way, Claimant's rights and abilities to contact, communicate with, or report unlawful conduct to federal, state, or local officials for investigation, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law and expressly excluding Claimant's participation in any federal whistleblower programs, Claimant agrees that if such an administrative claim is made, Claimant shall not be entitled to recover any individual monetary relief or other individual remedies.

8. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Claimant expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Claimant expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Claimant does not know or suspect to exist in Claimant's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Claimant warrants Claimant has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Claimant has consulted with or had the opportunity to consult with counsel of Claimant's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Claimant understands this Settlement Agreement and the section 1542 waiver, and so Claimant freely and knowingly enters into this Settlement Agreement. Claimant further acknowledges that Claimant later may discover facts different from or in addition to those Claimant now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Claimant agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Claimant expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Claimant relating thereto.

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 6

9. **Acknowledgements and Affirmations.**

(a) Claimant affirms that Claimant has not filed or caused to be filed any claim, complaint, other than the Lawsuit listed above, as well as the LWDA PAGA letter related to the Lawsuit, or action against any of the Released Parties in any forum or form, and that Claimant presently is not a party to any claim, complaint, or action against any of the Released Parties in any forum or form.

(b) Claimant further affirms that Claimant has reported all hours worked as of the date of execution of this Settlement Agreement and timely has been paid or has received all compensation, wages, bonuses, commissions, and benefits which are due and payable as of the date of execution of this Settlement Agreement, except as alleged in the Claim and which claims are expressly released in Section 0 above. Claimant also affirms that Claimant has submitted all expense reports in compliance with Respondent's policies and procedures and been reimbursed for all expenses necessarily incurred by Claimant in following Respondent's directions or incurred in performing Claimant's duties during Claimant's employment with Respondent.

(c) Claimant further affirms that Claimant has no known workplace injuries or occupational diseases and that Claimant has been granted or has not been denied any leave to which Claimant was entitled under the Family and Medical Leave Act, the California Family Rights Act, or disability accommodation laws, except as alleged in the Claim and which claims are expressly released in Section 0 above.

(d) Claimant also affirms that Claimant has not reported internally to Respondent any allegations of wrongdoing by Respondent or its officers, including, any allegations of corporate fraud, and Claimant has not been retaliated against for reporting any such allegations internally to Respondent.

10. **Limited Disclosure.**

(a) Claimant agrees that Claimant will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement, including the amount paid in settlement, or of the negotiations leading up to this Settlement Agreement, or of the basis for any claims or allegations that were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Respondent unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 0 create no liability for disclosures made: (i) prior to Claimant's execution of this Settlement Agreement; (ii) by persons from public information released prior to Claimant's execution of this Settlement Agreement; (iii) pursuant to Section 0 below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law.

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Page 7

Claimant and Claimant's Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) The foregoing notwithstanding, Claimant acknowledges the confidentiality provisions of this Section 0 constitute a material inducement to Respondent to enter into this Settlement Agreement and represent that they have not directly or indirectly disclosed any Confidential Information to any third-party prior to Claimant's execution of this Settlement Agreement other than those permitted below; provided, however, that Claimant shall be held to have materially breached this Settlement Agreement if any of the third parties below violate this confidentiality provision.

(c) Claimant is permitted to disclose Confidential Information to Claimant's spouse, health care providers, tax advisors, and attorneys with whom Claimant chooses to consult regarding Claimant's consideration of this Settlement Agreement. However, each such person to whom Claimant discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Claimant of Section 0 above. Claimant also is permitted to disclose Confidential Information to any federal, state, or local government agency. In response to inquiries from third-parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Claimant only will state that the dispute has been resolved and that they cannot talk about it.

11. **Job References.** Claimant shall direct all individuals inquiring about Claimant's employment with Respondent to Respondent's Human Resources Department, which will follow Respondent's policy by responding with only Claimant's last position and dates of employment.

12. **No Transfer/Assignment of Claims.**

Claimant warrants and represents that Claimant has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Claimant and Claimant's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Claimant is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Claimant or Claimant's Counsel under this Settlement Agreement.

13. **Liens and Attorneys' Fees/Indemnification.**

(a) Claimant acknowledges Claimant solely is responsible for any liens made in connection with any services performed on Claimant's behalf by any attorney, consultants, expert witnesses, or healthcare providers. Each Party solely is responsible for any

fees and costs he, she, or it has incurred including, but not limited to, fees for attorneys, consultants, and expert witnesses. Despite the fact a portion of the gross sum set forth in Section 3(a) above is being paid to Claimant's Counsel, Claimant acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Claimant in connection with the prosecution of the Claim.

(b) Claimant acknowledges and agrees that Claimant will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers, or other third-parties to recover monies from the amounts payable to Claimant or Claimant's Counsel under this Settlement Agreement.

14. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

15. **Amendment.** This Settlement Agreement may not be modified, altered, or changed, except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

16. Miscellaneous.

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Claimant or Respondent fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

17. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreements or understandings between the Parties. Claimant acknowledges that Claimant has not relied on any representations, promises, or agreements of any kind made to Claimant in connection with Claimant's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, CLAIMANT FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS CLAIMANT HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT.

ALL SIGNATURES ON THE FOLLOWING PAGE.

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS
Page 10

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the dates set forth below:

INGRID BOLANOS

Executed on 03 / 14 / 2025



Ingrid Bolanos

POOYA BAKHTIARI

Executed on 03/10/25



Pooya Bakhtiari

NU-BOTANICS CANDLE CORP.

Executed on 03/10/25



By: _____

Nu-Botanicals Candle Corp.

By: Pooya Bakhtiari

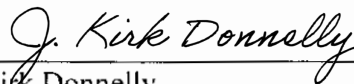
Title: President

Approved as to form.

LAW OFFICES OF J. KIRK DONNELLY,
APC

Executed on 3/14/25

By: _____



J. Kirk Donnelly

Attorneys for Claimant
Ingrid Bolanos

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**
Page 11

LAW OFFICES OF OSCAR TOSCANO

Executed on March 13, 2025

By: *Oscar E. Toscano*
OSCAR TOSCANO

Attorneys for Respondents
Nu-Botanics Candle Corp. and Pooya
Bakhtiari

Title	Settlement Agreement
File name	Bolanos_Settlement_Agreement.pdf
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Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

03 / 14 / 2025

14:32:41 UTC

Sent for signature to Ingrid Bolanos
(ingridb2112bola@gmail.com) from kdonnelly@jkd-law.com
IP: 76.33.8.2



VIEWED

03 / 14 / 2025

15:02:24 UTC

Viewed by Ingrid Bolanos (ingridb2112bola@gmail.com)
IP: 172.56.234.203



SIGNED

03 / 14 / 2025

15:20:29 UTC

Signed by Ingrid Bolanos (ingridb2112bola@gmail.com)
IP: 172.56.235.239



COMPLETED

03 / 14 / 2025

15:20:29 UTC

The document has been completed.